

EXHIBIT A

**Lieff
Cabrer
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabrer Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

June 20, 2019

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

David Christopher, President
AT&T Mobility, LLC
675 West Peachtree St NW, Ste 2756
Atlanta, GA 30308

Registered Agent for Service of Process
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Notice of Violation of California Consumer Legal Remedies Act

Dear Mr. Christopher:

We represent Ian Vianu and Irina Bukchin, who purchased AT&T Mobility, LLC (“AT&T”) post-paid wireless service plans. We send this letter pursuant to the California Consumers Legal Remedies Act, California Civil Code Section 1750 *et seq.* (“CLRA”) to notify AT&T that its practice of advertising monthly rates for its post-paid wireless service plans and then deceptively and unfairly charging customers higher monthly rates through the imposition of so-called “Administrative Fees” and increases thereto violates the CLRA. We demand that AT&T rectify its violations within 30 days of receipt of this letter.

AT&T prominently advertises particular flat monthly rates for its post-paid wireless service plans. Then, after customers sign up, AT&T actually charges higher monthly rates than the customers were promised and agreed to pay. AT&T covertly increases the actual price by padding customers’ bills each month with a bogus so-called “Administrative Fee” (currently \$1.99 every single month for each phone line) on top of the advertised price. The Administrative Fee is not disclosed to customers before or when they sign up, and in fact it is never adequately and honestly disclosed to them. The so-called Administrative Fee is not a bona fide administrative fee, but rather is simply a means for AT&T to charge more per month for the service itself without having to advertise the higher prices. AT&T also deliberately hides and obfuscates the Administrative Fee in its billing statements, both printed and online. Further, the buried qualitative description that AT&T makes of the Administrative Fee, which is not provided to customers before they sign up and is unlikely to be seen by customers even after

June 20, 2019

Page 2

they sign up and are already financially committed, is inaccurate and misleading and thus serves to further the deception.

Ian Vianu and Irina Bukchin are AT&T post-paid wireless service customers. Both of them signed up for AT&T wireless plans in reliance on AT&T's promises regarding the monthly rates for the services. AT&T did not disclose to them that the Administrative Fee would or might be charged, nor did it disclose to them that the true monthly price for the services would be higher than what AT&T advertised. Both Mr. Vianu and Ms. Bukchin have been subjected to AT&T's bait-and-switch scheme. AT&T has charged both of them higher monthly prices than were promised, via its covert imposition of, and subsequent increases to, the bogus Administrative Fee.

AT&T's material misrepresentations, active concealment, and failures to disclose violated the CLRA in the following manner:

1. AT&T advertised its wireless service plans with an intent not to sell them as advertised (Cal. Civ. Code § 1770(a)(9));
2. AT&T misrepresented that its wireless service plans were supplied in accordance with previous representations when they were not (Cal. Civ. Code § 1770(a)(16)); and
3. AT&T inserted unconscionable provisions in its consumer agreements, including an arbitration clause which waives the right to seek public injunctive relief in any forum, in violation of California law.

We demand that within thirty (30) days of receiving this letter, AT&T agree to (1) refrain from engaging in the deceptive practices described above at any time in the future; and (2) return all money that AT&T post-paid wireless service plan customers have paid in "Administrative Fees." If AT&T refuses to provide the demanded relief within thirty (30) days, we will seek compensatory and punitive damages, restitution, and any other appropriate equitable relief under the CLRA.

If you have any questions regarding this notice and demand, feel free to contact me at (415) 956-1000 or rheller@lchb.com. I look forward to hearing from you.

Very truly yours,



Roger N. Heller

7017 1450 0002 1728 3439

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
 \$ _____

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____

Postmark Here

David Christopher, President
 AT&T Mobility, LLC
 675 West Peachtree St NW, Ste 2756
 Atlanta, GA 30308

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 1450 0002 1728 3385

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
 \$ _____

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____

Postmark Here

Registered Agent for Service of Process
 CT Corporation System
 818 West Seventh Street, Suite 930
 Los Angeles, CA 90017

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions